



*Empowered lives.
Resilient nations.*

Request for Quotation (RFQ)

Supply and Delivery of furniture


Event ID: 0000004368

RFQ No.: RFQ/KRT/DDR/19/003

Project: C2SP

Country: Sudan

Issued on: 8 September 2019

REQUEST FOR QUOTATION (RFQ) Supply and Delivery of School Furniture		 <i>Empowered lives. Resilient nations.</i>
NAME & ADDRESS OF FIRM	DATE: 08 September, 2019	
	REFERENCE: RFQ/KRT/DDR/19/03	

Dear Sir / Madam:

We kindly request you to submit your quotation for the **“Supply and Delivery of furniture”** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Documents may be submitted on or before the deadline indicated by UNDP in the e-tendering system. Documents must be submitted in the online e-tendering system in the following link:

<https://etendering.partneragencies.org> , using your username and password.

Event ID: SDN10-0000004368

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on **“Accept Invitation”**.

Quotations may be submitted on or before September 18, 2019 at 14: 00 Hours, GMT (2+)

If you have not registered in the system before, you can register now by logging in using:

Username: [event.guest](#)

Password: [why2change](#)

Please follow the registration steps as specified in the system user guide at:

In the course of preparing and submitting your quotation, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010]	DDP to: 1) UNDP /DDR office –Kosti Town-White Nile State. 2) Elyarmok School for Girls-Elyarmok Square 7-Mayo Area -Jabal Awlia Locality- Sudan
Customs clearance, if needed, shall be done by:	Will be the responsibility of the supplier

Exact Address/es of Delivery Location/s (identify all, if multiple)	1. UNDP/DDR office -Kosti Town –Kosti Locality-White Nile State. Sudan. 2. Elyarmok School for Girls-Elyarmok Square 7-Mayo Area -Jabal Awlia Locality- Khartoum State-Sudan
	The Name of the recipient information will be shared with selected supplier.
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	All items shall be delivered to all locations <u>within 21 calendar days from PO/Contract date whichever comes first.</u>
Delivery Schedule	Required
Packing Requirements	<input checked="" type="checkbox"/> As per standard: up to the Contractor to ensure equipment supplied are intact/not tempered with. Damaged items will not be received and should be replaced with a new one of the same specifications.
Mode of Transport	<input checked="" type="checkbox"/> Any mode: up to the contractor to decide so long as the equipment timeline is met
Preferred Currency of Quotation ⁱ	<input checked="" type="checkbox"/> Local Currency (SDG); or <input checked="" type="checkbox"/> USD; <ul style="list-style-type: none"> ✓ Bank account in US\$ is to be provided, if quoted in US\$ ✓ Option of currency selection is left at the discretion of bidder ✓ Bidders are free to choose the currency of bid (USD or SDG). The currency of bid will be the currency of contract. It is up to the bidders to manage the cash withdrawal from their own bank. <p>Currency Conversion: The UN Rate of exchange applicable on the last day of bid closure shall apply.</p>
Pre-Bid Meeting	<input checked="" type="checkbox"/> N/A
Quotation /Bid Price	<input checked="" type="checkbox"/> Could be inclusive of VAT and other applicable indirect taxes
After-sales services required	1. The defective items shall be repaired or replaced at supplier's cost within one years after delivery and acceptance of items by UNDP.
Deadline for the Submission of Quotation	<u>Wednesday, 18 September , 2019 not later than 14: 00 Hours (GMT 2+)</u>
Documents to be submitted	<input checked="" type="checkbox"/> Copy of Company Registration Certificate, including Articles of Incorporation, indicating that company is registered as Supplier of Furniture/ Office Equipment

	<input checked="" type="checkbox"/> Company Profile; <input checked="" type="checkbox"/> List of POs/Contracts for supply and delivery of furniture over the past 3 years. <input checked="" type="checkbox"/> detailed specification of the proposed items. <input checked="" type="checkbox"/> Delivery Schedule <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Confirmation of Offer Compliance with Other Conditions related to this RFQ, as provided in Annex 2, table 3 <input checked="" type="checkbox"/> Confirmation of Warranty for a period of one year after delivery and acceptance of goods by UNDP
Period of Validity of Quotes starting the Submission Date	60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	Not Permitted
Payment Terms	100% upon completion of the delivery of items and certification by the UNDP that the supplied items meet the PO specifications.
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.7% Max. no. of days of delay: 14 days Next course of action: May lead to contract termination at the discretion of UNDP when liquidated damage amount reaches 10% of contract value for 14 days of delay whichever comes first
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price; <input checked="" type="checkbox"/> Minimum 2 POs/Contracts for supply and delivery of furniture over the past 3 years <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions for Goods. <input checked="" type="checkbox"/> Acceptable Delivery Schedule (21 days) <input checked="" type="checkbox"/> Warranty for a period of one year after delivery and acceptance of goods by UNDP
UNDP will award to:	One Supplier/Bidder Award to the lowest price/technically responsive offer
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order/Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery of items is delayed beyond 10 days from the 21days of delivery time indicated in the RFQ totaling delay beyond 31 days after availing the approved PO to the selected vendor; <input checked="" type="checkbox"/> If Joint Venture (JV) of companies is the entity submitting the Quotation, it must produce the legally registered JV before

	the signature of the Contract/approval of PO, failing which UNDP may decline to award the Contract at its own discretion.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements. Acceptance of the quality of delivered goods, that meet the installation and finishing specification
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods/ services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions for Goods (Annex 3) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Disclaimer Clause	UNDP is not responsible for accepting any bid from any supplier at any time, full bid or part of it without assigning reason whatsoever.
Quantity Variation	UNDP reserves the right to request the selected contractor to deliver additional equipment or accessories up to 25% of contract /PO value with the same unit rate as that of the original Quotation (Offer) in case where additional equipment may be necessary to successfully complete the project
Contact Person for Inquiries (Written inquiries only)	Bidders requesting clarification of any of the items, technical requirements, or conditions stipulated in this RFQ shall communicate in writing with UNDP office at mona.ibrahim@undp.org and copying mehdi.khalili@undp.org . Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to all potential Proposers.
Post qualification Actions	At the discretion of UNDP, it may conduct the post qualification actions using one or more; or all of the actions indicated below: if necessary: <input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Inquiry and reference checking with previous entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Visits to the previously supplied projects for other clients; <input checked="" type="checkbox"/> Ocular Inspection of current Office, equipment possessed.
Other Information Related to the RFQ	<input checked="" type="checkbox"/> Bidders are free to choose the currency of bid (USD or SDG). The currency of bid will be the currency of contract. It is up to the bidders to manage the cash withdrawal from their bank.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected. The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link:

http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Issued By:

Name: Mona Ibrahim



Title: Procurement Associate



Approved By:



Name: Mehdi Khalili



Title: Head of Procurement




Annex 1
Technical Specifications
RFQ/KRT/DDR/19/03
“Supply and Delivery of Furniture”


Item Number	Description	Quantity	Destination
	Note: All items shall be of good quality and samples shall be approved first and the rate inclusive assembling all items and fixing them properly in position in the final destinations		
1	<p><u>Office Table with wing</u></p> <p><u>Technical Specifications:</u> The set of the furniture of the commissioner’s office shall meet the following specifications:</p> <ul style="list-style-type: none"> - The offices furniture shall be composed of the following items: - Table dimensions (180cm*75cm*80cm) fabricated of steel frame and the deck and sided from good quality timber. - The table shall have with wing table with dimension of (120cm*45cm*70cm) and shall be fabricated from same material of the table. - The table shall have three drawers at least. - The table shall have steel frame - The table shall have timber or plywood deck protected with inti-scratch materials. 	1	For White Nile office-Kosti
2	<p><u>Office Desk:</u> <u>Technical specifications:</u> The office desk shall meet the following minimum requirements :</p> <ul style="list-style-type: none"> - Dimension of the table. 1400mm*800mm*750mmmm. - The frame of the desk is to be fabricated. From heavy steal steel box pipes. - The desk shall be painted with antirust and final painting as requested. - The deck of the desk shall be of good quality timber or good quality plies wood of no less than 3cm depth and painted with anti-scratch paints. - The desk shall have 4 drawers with locks of good quality. <p>(See sample photo)</p> 	11	2 for White Nile office-Kost and 9 for Mayo school-Khartoum

3	<p>Revolving Office Chair: Supply and delivery of good quality office revolving chair to meet the following requirements:</p> <ul style="list-style-type: none"> - Dimension of the chair shall be of (420mm*400mm*370 mm) - The raise of the back rest shall not be less than 500 mm - The frame for the chair shall be fabricated from sound materials - The seat of the chair is covered with sphinx 50 mm thick and the back rest with 20 mm thick sphinx covered with good quality cloth. - The chair is painted anti-scratch and thermal electrostatic painting to the color required. 	3	For White Nile office-Kosti
4	<p><u>Meeting Table :</u> <u>Technical Specifications:</u></p> <ul style="list-style-type: none"> - The conference table shall meet the following requirements: - The table shall be fabricated from good quality timber. - The frame of the table shall be of good quality steel painted with good color. - The desk shall be fabricated from good quality timber properly painted with anti-scratch paint. - The legs of the tables shall have rubber shoes properly attached. - The total length of the conference table shall be around 320cm, the width 110cm and the height 75cm. - Alternatively two tables of 1.6 meter each could accepted instead of one table. 	1	For White Nile office-Kosti-
5	<p><u>Office Chairs:</u> Supply , delivery and assembling of office chairs that meet the following requirements:</p> <ul style="list-style-type: none"> - Dimension of the chair shall be of 	24	12 for White Nile office and 12 for Mayo school

	<p>(420mm*400mm*370 mm)</p> <ul style="list-style-type: none"> - The raise of the back rest shall be 400 mm The frame for the chair is to be fabricated from circular pipes 20mm Diameter of no less than 0.8 mm thickness - The seat of the chair is covered with sphinx 50 mm thick and the back rest with 20 mm thick sphinx covered with good quality cloth. - The chair shall painted anti-scratch and thermal electrostatic painting to the color required. (see sample below) 		
6	<p><u>File Cabinet:</u> The office steel cabinet shall meet the following requirements</p> <ul style="list-style-type: none"> - The steel cupboard is to meet the following requirements : - Dimension of the cabinet 1350 mm height *650 mm length*460mm width. - The cabinet is fabricated from 0.8 mm thick steel sheet prepared with good quality lock - the cabinet is to have 4 drawers - The cabinet shall be painted with inti-scratch and thermal electrostatic painting to the color required: 	2	For White Nile office-Kosti

7	<p><u>Office steel Cupboard :</u> Supply , delivery and assembling of office steel cupboard that meet the following requirements:</p> <ul style="list-style-type: none"> - Dimension of the Cupboard 1740 mm height *900 mm width*400mm depth - The cupboard is fabricated from 0.5 mm thick steel sheet prepared with good quality lock - The cupboard is to have 4 drawers and two leaves doors. - The cupboard is painted with anti-scratch and thermal electrostatic - painting to the color required (see sample below) 	3	For Mayo School-
8	<p>Teacher class Table: Supply ,delivery and assembling of teacher class desk that meet the following requirements: Dimension of the table. 800mm height *700mm*1200 mm.</p> <ul style="list-style-type: none"> - The frame of the desk is to be fabricated from heavy steal steel box or circular pipes. - The desk shall be painted with antirust and final painting. - The deck of the desk shall be of good quality timber or good quality plies wood of no less than 3cm depth and painted with anti-scratch paints. - (see sample below) 	4	For Mayo School-

9	<p><u>Office Coffee table :</u> <u>Technical Specifications:</u> The coffee table shall meet the following specifications:</p> <ul style="list-style-type: none"> - The table frame and the deck shall be fabricated from good quality timber. - The table shall be of dimensions not less than pieces 60cm*40cm *40cm. - The tables shall be painted with anti-scratch paints. 	5	For White Nile office-Kosti
10	<p>3 pupil desk with seat: Supply , delivery and assembling of single student table with chairs that meet the following requirements:</p> <ul style="list-style-type: none"> - Dimension of the table (400mm*1400mm*700mm) - Dimension of the seat (230mm*1400mm*400mm) - The frame for the table and seat is to be Fabricated from box pipes 30mm*30mm*1.5mm). - The deck of the table and the seat are covered with ply wood (Aplakach) of dimension1400mm*400mm*20mm protected from scratch and thermal effect with melamine electrostatic painting. 	36	For Mayo school
11	<p>Office curtains (Curtain): Provision and installation of good quality office curtains with all standard accessories.</p> <ul style="list-style-type: none"> - Price inclusive the steel pipes for carrying the curtains to be proper fixed to the walls by fishered bolts .Price inclusive as well the cost of the installation. - Each curtains shall be fixed on 3 windows each of dimension 4m*1.2m 	12 m2	For White Nile office-Kosti

12	Door Entry mats: <ul style="list-style-type: none"> - Provision of good quality entry mats for the entrance of the building and the toilet. - The mat shall be of good quality material. - The size of the mat shall be of 80cm*60cm 	2	For White Nile office
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***Note to Bidders:**

The quotation is subject to the following conditions:

- In case of discrepancy between unit price and total, the unit price shall prevail
- UNDP reserve the right to vary the quantity of material to be procured, maintaining the same unit price quoted by the bidder.
- **Samples of all furniture items shall be approved by UNDP focal point for clearing the sample/ order before award of PO. Furniture will be inspected before and after the delivery to the Final Destination.**

FORM FOR SUBMITTING SUPPLIERS QUOTAION⁴

This form must be submitted only using the supplier official letter head /stationary⁵

We the under signed here accept in full the UNDP General terms and condition, and here offer to supply the items blow inconformity with the specification and requirement of UNDP as per RFQ referred No:

RFQ/KRT/DDR/19/03

“Supply and Delivery of Furniture”

Table1: Offer to supply Goods Compliant with Technical Specifications and Requirement

INCOTERMS: DDP

Bidders shall Bidders shall quote for all items

S/N	Item Description	Quantity	Unite Price (USD/SDG)	Total Price (USD/SDG)	Destination
1	<u>Office Table with wing</u> As per technical Specifications indicated in annex 1.	1			For White Nile office-Kosti
2	<u>Office Desk:</u> As per technical Specifications indicated in annex 1.	11			2 for White Nile office-Kost and 9 for Mayo school-Khartoum
3	<u>Revolving Office Chair:</u> As per technical Specifications indicated in annex 1.	3			For White Nile office-Kosti
4	<u>Meeting Table :</u> As per technical Specifications indicated in annex 1.	1			For White Nile office-Kosti-
5	<u>Office Chairs:</u> As per technical Specifications indicated in annex 1.	24			12 for White Nile office and 12 for Mayo school
6	<u>File Cabinet:</u> As per technical Specifications indicated in annex 1.	2			For White Nile office-Kosti
7	<u>Office steel Cupboard :</u> As per technical Specifications indicated in annex 1.	3			For Mayo School-
8	<u>Teacher class Table:</u> As per technical Specifications indicated in annex 1.	4			For Mayo School-
9	<u>Office Coffee table :</u> As per technical Specifications indicated in annex 1.	8			For White Nile office-Kosti
10	<u>3 pupil desk with seat:</u> As per technical Specifications indicated in annex 1.	36			For Mayo school
11	<u>Office curtains (Curtain):</u> As per technical Specifications indicated in annex 1.	12 M2			For White Nile office-Kosti

	<u>Door Entry mats:</u> As per technical Specifications indicated in annex 1.	2			For White Nile office
	Sub-total Furniture items				
2.0	<u>Transportation and cost:</u> Transportation and assembly of all items and fixing them properly in position.				
2.1	Cost of Transportation and assembly of White Nile UNDP office furniture. White Nile State-Kosti	1			
2.2	Transportation and assembly of all items to Mayo school for Girls-Yarmok Square 7. Elnaser admin Unit-Jabal Awlia Locality –Khartoum state.	1			
	Sub-total Transportation				
	Grand Total all-inclusive offer (Please Indicate currency)				

All other information that we have not provided automatically implies our full compliance with the requirements terms and conditions of the RFQ.

Company/ Business Name: _____

Authorized Person: _____

Functional Title: _____

Mailing Address _____

Contact Number (s): _____

Email: _____

Signature: _____

Date: _____

TABLE 4: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time (21 days)			
Warranty and After-Sales Requirements			
a) Replacement Unit to be Provided when the Purchased Unit is Under Repair			
b) Brand new replacement if Purchased Unit is beyond repair(Yes/No)			
Validity of Quotation (60 days)			
All Provisions of the UNDP General Terms and Conditions of goods.			

All other information that we have not provided automatically implies our full compliance with the requirements terms and conditions of the RFQ.

Company/ Business Name: _____

Authorized Person: _____

Functional Title: _____

Mailing Address _____

Contact Number (s): _____

Email: _____

Signature: _____

Date: _____

TABLE 4: Distribution Table

Item	Item Description	Destinations		
		Total requested quantity	Elyamok School items	UNDP Kosti office item
1.1	<u>Office Table with wing</u> As per technical Specifications indicated in annex 1.	1	-	1
1.2	<u>Office Desk:</u> As per technical Specifications indicated in annex 1.	11	9	2
1.3	<u>Revolving Office Chair:</u> As per technical Specifications indicated in annex 1.	3	-	3
1.4	<u>Meeting Table :</u> As per technical Specifications indicated in annex 1.	1	-	1
1.5	<u>Office Chairs:</u> As per technical Specifications indicated in annex 1.	24	12	12
1.6	<u>File Cabinet:</u> As per technical Specifications indicated in annex 1.	2	-	2
1.7	<u>Office steel Cupboard :</u> As per technical Specifications indicated in annex 1.	3	3	-
1.8	<u>Teacher class Table:</u> As per technical Specifications indicated in annex 1.	4	4	-
1.9	<u>Office Coffee table :</u> As per technical Specifications indicated in annex 1.	8	-	8
1.10	<u>3 pupil desk with seat:</u> As per technical Specifications indicated in annex 1.	36	36	-
1.11	<u>Office curtains (Curtain):</u> As per technical Specifications indicated in annex 1.	12 m2	-	12 m2
1.12	<u>Door Entry mats:</u> As per technical Specifications indicated in annex 1.	2	-	2

Annex 3

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall affect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 60 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies,

immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a

result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

ⁱ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of RFQ closure date.